



Embassy of the United States of America

Guatemala City, Guatemala
June 1st, 2006

To: Prospective Offerors

Subject: Solicitation number **S-GT500-06-R-0002 Janitorial Services**

Enclosed is a Request for Proposals (RFP) for **Janitorial Services**. If you would like to submit a proposal, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 33 that follows this letter.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Proposals are due by **17:00 hours on July 3rd, 2006**.

Sincerely,

Daniel O'C Hamilton
Contracting Officer

Enclosure

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 51			
2. CONTRACT (Proc. Inst. Ident.) No.			3. SOLICITATION No. S-GT500-06-R-0002		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [x] NEGOTIATED (RFP)		5. DATE ISSUED June 1, 2006		6. REQUISITION/PURCHASE No. 0421		
7. ISSUED BY United States Embassy Guatemala City, Guatemala Phone: [502] 2326-4000				CODE		8. ADDRESS OFFER TO (If other than item 7) Avenida La Reforma 7-01, Zona 10 Guatemala 01010, Guatemala Attn: General Services Office					
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in Avenida La Reforma 7-01, Zona 10, Guatemala 01010, Guatemala until 17:00 local time July 3rd, 2006 . CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME Sergio E. Alemán		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT [502] 2326-4000 4601				C. E-MAIL ADDRESS <u>AlemanSE@state.gov</u>			
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OFFER (Must be fully completed by offeror)											
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>60</u> calendar days (120 calendar days unless a different period is inseted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (See section I, Clause No 52.232-8)				10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation and related documents) numbered and dated:				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO. (Include area code)				15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS				17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEM NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM	
24. ADMINISTRATION BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type of print)						27. UNITED STATES OF AMERICA				28. AWARD DATE	
IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.											

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide janitorial services for the **U.S. Embassy Guatemala**.

B.2 TYPE OF CONTRACT

This is a fixed price contract.

B.3 TYPES OF SERVICES

(a) Standard Services. The Contractor shall provide standard janitorial services as specified in Section C within the buildings and spaces listed in Exhibit A.

(b) Temporary Additional Services.

The Contractor shall provide Temporary Additional Services when requested by the Contracting Officer's Representative (COR) through a written order. Temporary Additional Services delivered shall be in addition to the Standard Services, and shall be priced at the unit price shown below. The tasks to be accomplished shall be additional quantities of the same tasks described in Section C.

B.4 PRICING

(a) The Government will pay the Contractor a fixed price per month for Standard Services that have been satisfactorily performed. The Government will also pay the Contractor for Temporary Additional Services ordered each month by the Government for satisfactorily completed work.

(b) The Contractor shall include any premium pay for services required on holidays only in the fixed prices for Standard Services. The Contractor shall include any premium pay for overtime only in the fixed rates for Temporary Additional Services.

(c) The Government will also reimburse the Contractor at the purchase price for any materials or equipment ordered by the Government for Temporary Additional Services.

(d) The cost of Workers' Compensation War-Hazard Insurance Overseas (See Section I, FAR 52.228-4) is not reimbursable and shall be included in the Contractor's rates.

(e) The Contractor shall submit all prices in local currency and the Government will make payment in local currency.

B.5 BASE YEAR PRICES

(a) Standard Services. The fixed price for the first year of the contract (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) is:

Per month _____ X 12 = _____ per year

(b) Temporary Additional Services. The unit price (fixed-price) is:

Per Square Meter _____

Estimated Number of Square Meters Per Year **8,065.97**

Total Not to Exceed Per Year _____

(c) Materials or equipment. The Government will reimburse the Contractor for any materials or equipment that the government requests contractor to order to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.

Material/Equipment Not to Exceed Per Year: **Quetzales 20,000.00.**

The contractor shall include **Impuesto del Valor Agregado (IVA)** on invoices submitted for payment.

(d) Impuesto del Valor Agregado (IVA) _____

TOTAL for BASE YEAR: **QUETZALES** _____ (a + b+ c + d)

B.6 FIRST OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per month _____ X 12 = _____ per year

(b) Temporary Additional Services. The unit price (fixed-price) is:

Per Square Meter _____

Estimated Number of Square Meters Per Year **8,065.97**

Total Not to Exceed Per Year _____

(c) Materials or equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered as part of Temporary

Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.

Material/Equipment Not to Exceed Per Year: **Quetzales 20,000.00.**

The contractor shall include **IVA** on invoices submitted for payment.

(d) Impuesto del Valor Agregado (IVA) _____

TOTAL for FIRST OPTION YEAR: **QUETZALES** _____ (a + b + c + d)

B.7 SECOND OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the second option year of the contract is:

Per month _____ X 12 = _____ per year

(b) Temporary Additional Services. The unit price (fixed-price) is:

Per Square Meter _____

Estimated Number of Square Meters Per Year **8,065.97**

Total Not to Exceed Per Year _____

(c) Materials or equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered as part of Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.

Material/Equipment Not to Exceed Per Year: **Quetzales 20,000.00.**

The contractor shall include **IVA** on invoices submitted for payment.

(d) Impuesto del Valor Agregado (IVA) _____

TOTAL for SECOND OPTION YEAR **QUETZALES:** _____ (a + b + c + d)

B.8 THIRD OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the third option year of the contract is:

Per month _____ X 12 = _____ per year

(b) Temporary Additional Services. The unit price (fixed-price) is:

Per Square Meter _____

Estimated Number of Square Meters Per Year **8,065.97**

Total Not to Exceed Per Year _____

(c) Materials or equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered as part of Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.

Material/Equipment Not to Exceed Per Year: **Quetzales 20,000.00.**

The contractor shall include **IVA** on invoices submitted for payment.

(d) Impuesto del Valor Agregado (IVA) _____

TOTAL for THIRD OPTION YEAR QUETZALES: _____ (a + b + c + d)

B.9 FOURTH OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the fourth option year of the contract is:

Per month _____ X 12 = _____ per year

(b) Temporary Additional Services. The unit price (fixed-price) is:

Per Square Meter _____

Estimated Number of Square Meters Per Year **8,065.97**

Total Not to Exceed Per Year _____

(c) Materials or equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered as part of Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.

Material/Equipment Not to Exceed Per Year: **Quetzales 20,000.00.**

The contractor shall include **IVA** on invoices submitted for payment.

(d) Impuesto del Valor Agregado (IVA) _____

TOTAL for FOURTH OPTION YEAR **QUETZALES**: _____ (a + b + c + d)

B.10 GRAND TOTAL

Base Year Total: _____

First Option Year Total: _____

Second Option Year Total: _____

Third Option Year Total: _____

Fourth Option Year Total: _____

GRAND TOTAL QUETZALES: _____

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Work Requirements.

C.1.1 General. The Contractor shall provide services for the **U.S. Embassy Guatemala**. The Contractor shall perform janitorial services in all designated spaces including, but not limited to, halls, offices, restrooms, work areas, entrance ways, lobbies, storage areas, elevators and stairways. The Contractor shall furnish all managerial, administrative, and direct labor personnel necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes.

C.1.2 Personnel. The Contractor shall provide a qualified work force meeting the contract requirements. The workforce shall be able to provide the services identified in Section J, Exhibit A, Locations and Time Frames for Janitorial Services.

C.1.3 General Requirements.

C.1.3.1 Definitions.

"General Instructions" mean those instructions, directives and guidelines that apply to all janitorial personnel.

"Chancery" means the embassy building

"EMR" means the official residence of the ambassador.

"Daily" means 5 days per week, on each non-holiday workday.

"DCMR" means the official residence of the Deputy Chief of Mission.

"Facilities Annex" means Facilities Maintenance Annex Building.

"PNC Building" means the area of the building the Policia Nacional Civil occupies now.

"Milgroup" means the Military group offices building.

C.1.3.2 The Contractor shall prepare general instructions for the work force. The Contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within thirty days after award of the contract. The COR must approve these general instructions before issuance.

C.1.4 Duties and Responsibilities.

C.1.4.1 Certain areas specified in Section J, Exhibit A require an escort and can only be entered during scheduled times. The General Instructions shall emphasize security requirements so that accidental security violations do not occur.

C.1.4.2 Contractor shall schedule periodic cleaning requirements so that it causes minimal disruption to the normal operation of the facility. The COR shall determine the schedules presented which meet the needs of the individual facility. See Section J, Exhibit A.

C.1.4.3 Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services specified in paragraph C.2.1. of this contract. The COR shall order these services as needed. This work shall be performed by trained employees of the Contractor, and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24 hour advance notice.

C.1.4.4 The Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services.

C.2 Types of Services

C.2.1 Standard Services shall include the following work:

C.2.1.1 **Daily (D)** Cleaning Requirements shall consist of:

C.2.1.1.1 Sweeping all floor areas including damp mopping of areas such as tile, linoleum, marble floors, staircases and public areas. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath. The frequency may be higher than once per day when it is rainy, when necessary. When completed, the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water.

C.2.1.1.2 Thorough cleaning of toilets, bathrooms, mirrors, and shower facilities, using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap scum, mold, and smudges. The Contractor shall replace paper towels, toilet paper, and soap in all bathrooms. The Contractor shall check those areas used by personnel visiting the chancery several times daily to ensure that the facilities are always clean and neat.

C.2.1.1.3 Emptying all wastepaper baskets, ashtrays and washing or wiping them clean with a damp cloth, replacing plastic wastepaper basket linings and returning items where they were located, once a day.

C.2.1.1.4 Cleaning of glasses, cups, and coffee services in conference facilities and in the Ambassador's office area. The Contractor shall clean the items in hot soapy water and rinse, dry and polish them so that a presentable appearance is maintained.

C.2.1.1.5 Removing any grease marks or fingerprints from walls, doors, door frames, radiators, windows and window frames, glass desk protectors, reception booths and partitions, when necessary.

C.2.1.1.6 Removing trash to designated area as directed by the COR, and keeping trash area in reasonably clean condition.

C.2.1.1.7 Sweeping debris from walkways and driveways, once a day in general areas and three times at the Consular section entrance area, and hose cleaning them once every four months during the year (taking into consideration environmental restrictions on water if necessary).

C.2.1.1.8 Cleaning the Health Unit bathroom, and trash holding area, as required.

C.2.1.1.9 Change the drinking water bottles in the dispensers as needed. Maintain the dispensers by cleaning both the bottle and dispenser by wiping all dust with a clean cloth. Avoid contaminating the water with dirt and dust by carefully wiping away from the potable surfaces. Change drinking water bottles and maintain the water dispensers container cleaned.

C.2.1.2 **Weekly (W) Cleaning Requirements shall consist of:**

C.2.1.2.1 Vacuuming all clean rugs and carpets, runners, and carpet protectors so that they are free from dust, dirt, mud, etc. When completed, the area shall be free of all litter, lint, loose soil and debris. The Contractor shall move any chairs, trash receptacles, and easily moveable items to vacuum underneath, and then replace them in the original position.

C.2.1.2.2 Shampooing small areas on carpets as requested.

C.2.1.2.3 Dusting windowsills.

C.2.1.2.4 Cleaning and sanitizing Cafeteria's kitchen.

C.2.1.3 Twice a Week : The Cleaning Requirements shall consist of:

C.2.1.3.1 Dusting and cleaning all furniture including desks, chairs, credenzas, computer tables, telephone tables, bookshelves with or without glass doors, coat racks, umbrella stands, pictures, maps, telephones, computers and CRT

screens, lamps and other common things found in an office environment. All furniture shall be free of dust, dirt, and sticky surfaces and areas.

C.2.1.4 Monthly (M) Cleaning Requirements shall consist of:

- C.2.1.4.1 Spot cleaning baseboards and walls.
- C.2.1.4.2 Spot waxing and polishing floors as needed.
- C.2.1.4.3 Sweeping and washing terraces and balconies to remove all accumulated dirt and debris.
- C.2.1.4.4 Cleaning major appliances inside and out including vacuuming dust from around motor areas.
- C.2.1.4.5 Wiping window blinds with a damp cloth to ensure that all smudges are removed.
- C.2.1.4.6 Cleaning inside window glass and sash of smudges and accumulated dirt.
- C.2.1.4.7 Moving all furniture and vacuuming or polishing the floor under the furniture as appropriate.
- C.2.1.4.8 Cleaning Shutters as required.
- C.2.1.4.9 Cleaning, dusting and sanitizing inside of basement storage area and all doors where exist.

C.2.1.5 Quarterly (Q) Cleaning Requirements shall consist of:

- C.2.1.5.1 Polishing all brass surfaces including door and window handles, plaques, etc.
- C.2.1.5.2 Shampooing the entire surface of carpets on the high traffic areas.

C.2.1.5.3 Cleaning all tiles, seals and plaques using appropriate methods to restore the original luster to those parts.

C.2.1.6 Semi - Annual (S) Cleaning Requirements shall consist of:

- C.2.1.6.1 Stripping wax coats, spot checking sealer coats, and completely reapplying wax coats.

C.2.1.6.2 Dusting and wiping light fixtures and chandeliers. When completed, the light fixtures shall be free from bugs, dirt, grime, dust, and marks.

C.2.1.6.3 Shampooing carpets in all areas.

C.2.1.7 **Annual (A)** Cleaning Requirements shall consist of:

C.2.1.7.1 Cleaning all the window glasses, normally after the rainy season.

C.2.1.7.2 Cleaning gutters and down spouts of all collected debris, before the rainy season.

C.3 Management and Supervision.

C.3.1 Contractor Management.

C.3.1.1 Supervision. The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times that services are being delivered under this contract. This Supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. This Supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The Supervisor shall have supervision as his or her sole function during the times that services are being delivered under this contract.

C.3.1.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. For those items other than routine daily services, the Contractor shall provide the COR with a detailed plan of the personnel to be used and the time frame to perform the service.

C.3.1.3 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

C.3.1.4 The Contractor shall control overtime through efficient use of the work force. Individual work schedules shall not exceed 40 hours per week to preclude overtime being part of the standard services provided under the contract. Overtime may be necessary under Temporary Additional Services.

SECTION D - PACKAGING AND MARKING

RESERVED

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4 INSPECTION OF SERVICES - AUG 1996
FIXED-PRICE

E.2. Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all janitorial services set forth in the performance work statement (PWS)	C.1 thru C.3	All required services are performed and no more than one (1) customer complaint is received per month

E.2.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.2.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

E.2.3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15 STOP-WORK ORDER AUG 1989

52.242-17 GOVERNMENT DELAY OF WORK APR 1984

F.2 PERIOD OF PERFORMANCE

The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, with **four (4) one year options to renew**. The initial period of performance includes any transition period authorized under the contract.

F.3 DELIVERY SCHEDULE

The following items shall be delivered under this contract.

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To</u>
C.1.3.2 General Instructions	1	30 days after award	COR
C.3.1.2 Schedule	1	Weekly	COR

F.4. Notice to Proceed

After contract award and submission of insurance certificates, the Contractor shall be sent a Notice to Proceed. That Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **the Facilities Maintenance Specialist**

G.1.2 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2 SUBMISSION OF INVOICES

G.2.1 The Contractor shall submit invoices in an original and three (3) copies to the Contracting' Officer's Representative (COR) at the following address:

**Budget and Fiscal Office
United States Embassy
Avenida La Reforma
7-01, Zona 10
Guatemala 01010, Guatemala**

G.2.2 The contractor shall include **Impuesto del Valor Agregado (IVA)** on invoices submitted for payment.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY

H.1.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract.

H.1.2 Identity Cards. The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

H.2 STANDARDS OF CONDUCT

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms. All employees shall wear accreditation at all times.

(c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(e) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

(f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- unauthorized use of Government property, theft, vandalism, or immoral conduct;
- unethical or improper use of official authority or credentials;

- security violations; or,
- organizing or participating in gambling in any form.

(g) **Key Control.** The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

H.3 PERSONNEL HEALTH REQUIREMENTS

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

H.4 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

(a) **Bonds.** The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.

(b) **Employee Salary Benefits.** The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract.

(c) **Personal Injury, Property Loss or Damage (Liability).** The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

(d) **Amount Of Insurance.** The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability

- (1) Bodily Injury stated in US Dollars:

Per Occurrence	US Dollars 25,000.00
Cumulative	US Dollars 50,000.00

- (2) Property Damage stated in US Dollars:
- | | |
|----------------|-----------------------------|
| Per Occurrence | US Dollars 25,000.00 |
| Cumulative | US Dollars 50,000.00 |

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

For those Contractor employees assigned to this contract who are either United States citizens or hired in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person, arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

- (e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

H.5 CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty

(30) days before such change, expiration or cancellation is effective. If Contractor is self-insured then the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE	OCT 1997
52.215-14	UNIFORM CONTRACT FORMAT	
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.225-14	INCONSISTENCY BETWEEN ENGLISH	FEB 2000

52.228-4	VERSION AND TRANSLATION OF CONTRACT WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-1	PAYMENTS	MAY 2001
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES -- ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE -- ALTERNATE II (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	FEB 2006
52.245-1	PROPERTY RECORDS	APR 1984
52.245-2	GOVERNMENT PROPERTY (FIXED PRICE) CONTRACTS - ALTERNATE I (APR 1984)	MAY 2004
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

FAR clauses in full text:

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but

the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5) years**.

I.4 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (only if over \$100,000)

(a) *Definition.* As used in this clause—

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151– 188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1- 866- 667- 6572
1- 866- 316- 6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

- (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N- 5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.5 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.6 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. The contracting officer must make all modifications to the contract in writing.

I.7 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.8 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day	Holy Thursday	New Year's Eve
Martin Luther King's Birthday	Good Friday	
Washington's Birthday	Easter	
Memorial Day	Labor Day	
Independence Day	Army Day	
Labor Day	Feast of the Assumption	
Columbus Day	Independence Day (G)	
Veterans Day	Revolution Day	
Thanksgiving Day	All Saints Day	
Christmas Day	Christmas Eve	

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

(End of clause)

I.9 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

I.10 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of

22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Exhibit A - LOCATIONS AND TIME FRAME FOR JANITORIAL SERVICES

Exhibit B - CONTRACTOR FURNISHED MATERIALS

Exhibit C - GOVERNMENT FURNISHED PROPERTY

J.2 EXHIBIT A

LOCATIONS AND TIMES FOR JANITORIAL SERVICES

All standard services are to be delivered on regular Embassy working days from 7:00AM to 7:00 PM (Saturdays from 7:00AM to 12:00PM)

Location	Escorted	Area m2	Schedule of hours
Chancery 3 rd Floor		1191.11	
Office Space	Yes		12:30 to 14:00
Conference room	Yes		12:30 to 14:00
Front Office	Yes		12:30 to 14:00
Bathrooms	Yes		12:30 to 14:00
Corridors	Yes		12:30 to 14:00
Common area	No		17:00 to 17:30
Special cleaning every 4 weeks	Yes		13:00 to 17:00
Chancery 2nd Floor		977.62	
Office Space	Yes		8:30 to 11/17:00 to 19:00
Conference Room	No		17:00 to 19:00
Bathrooms	No		10:30 to 11:30 / 14:30 to 16:00
Corridors	No		17:00 to 19:00
Common area	No		17:00 to 19:00
Health Unit	Yes		8:30 to 9:30
Electric Panel Room	No		17:00 to 19:00
Chancery 1st Floor		943.71	
Office Space	No		17:30 to 19:00
Bathrooms	No		13:30 to 14:30
Common area	No		17:30 to 19:00
Lobby	No		17:30 to 19:00
Reception	No		16:30 to 17:30
Post 1	Yes		17:30 to 19:00
Cashier Space	Yes		10:30 to 11:30
Bank Space	No		10:30 to 11:00
Corridors	No		17:30 to 19:00
Telephone room	Yes		17:30 to 19:00
Chancery Consulate			
Office Space	Yes		16:30 to 17:30
Conference Room	No		
Interviewing Windows	No		
Waiting area	No		
Public Bathrooms	No		
Common area	No		
Chancery Basement		1011.16	13:00 to 19:00

Auditorium	No		
Radio/TV tech	Yes		
Telephone room	Yes		
Office Space	No		
Distribution room	No		
Mail room	No		
Bathrooms	No		
Common area	No		
Cafeteria	No		
Engine room	No		
MSG room	Yes		
Post 2	Yes		
Motor Pool office	No		
Supply room	Yes		
Elevators	No		
Elevators room	No		
Stairs	No		
Open area	No		
PNC area	No		
Gym	No		
Open area booth	No		
Open area office space	No		
Pump room	No		
Electric Panel room	No		
Chancery Exterior area		2486.05	
Front entrance	No		13:00 to 14:00
North and South sides	No		13:00 to 14:00
Parking space	No		9:00 to 10:00
Garbage area	No		13:00 to 14:00
Consular waiting area	No		8:00 to 9:00, 12 to 13, 16 to 17
Entrance access booth	No		13:00 to 14:00
Vehicle entrance booth	No		15:00 to 16:00
Vehicle exit booth	No		15:00 to 16:00
Facilities Annex		945.57	6:00 to 12:00
Office Space 1 st Floor	No		
Office Space 2 nd Floor	No		
Shop area	No		
Bathrooms	No		
Lockers room	No		
Garage area	No		
Garbage area	No		
Exterior area	No		

Parking Space	No		
CMR		1128.03	When required
Whole property	No		
DCR		382.58	When required
Whole property	No		
MSGR		646.98	When required
Whole property	No		
Transient Apartments		696.31	When required
5 Apartments	No		
Milgroup		305.75	7:00 to 17:00
Whole property	No		

J.3 EXHIBIT B

CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide the following uniform items on an annual basis, to all personnel performing standard and temporary additional services under this contract:

- Two (2) short sleeve shirts
- Two (2) pairs of pants
- One (1) pair of work boots (ladies' shoes)
- One (1) employee name tag & identification card

J.4 EXHIBIT C

GOVERNMENT FURNISHED PROPERTY

The Government shall make the following property available to the Contractor as "Government furnished property (GFP)" for performance under the contract:

ITEM DESCRIPTION	PROPERTY No.	SERIAL No.	CONDITION ITEM
CABINET, BATHROOM LOCKER	790		USED PROPERTY IN POOR CONDITION
CALCULATOR WITH PRINTED TYPE	69	6501053	ACCEPTABLE
SHELVIT UNIT, METAL SHELF	2113		ACCEPTABLE
CHAIR,OFC,WOOD, CHAIR VISIT	2501		ACCEPTABLE
CHAIR, HOUSEHOLD FOLDING	3332		ACCEPTABLE
VACUUM CLENANER HOOVER	9759		ACCEPTABLE
POLISHER, FLOOR,RED CLARK	10736	SA0868	ACCEPTABLE
POLISHER, FLOOR,RED CLARK	11146	SJ1241	ACCEPTABLE
EXTINGUISHER	11427		ACCEPTABLE
VACUUM CLEANER	12054	954288564	ACCEPTABLE
VACUUM CLEANER WET/DRY CLEANER	15655	01039C1174	ACCEPTABLE
CHAIR OFC. WOOD, VISIT	3512		ACCEPTABLE
RACK METAL	1314		USED PROPERTY IN POOR CONDITION
CHAIR, HOUSEHOLD FOLDING	3940		USED PROPERTY IN POOR CONDITION
CHAIR, HOUSEHOLD FOLDING	3951		USED PROPERTY IN POOR CONDITION
CHAIR, HOUSEHOLD FOLDING	3954		USED PROPERTY IN POOR CONDITION
CHAIR, HOUSEHOLD FOLDING	3967		USED PROPERTY IN POOR CONDITION
CHAIR, HOUSEHOLD FOLDING	3973		USED PROPERTY IN POOR CONDITION
CHAIR, HOUSEHOLD FOLDING	13981		USED PROPERTY IN POOR CONDITION
CHAIR, HOUSEHOLD FOLDING	3980		USED PROPERTY IN POOR CONDITION
POLISHER, FLOOR,	10735		ACCEPTABLE
CABINET, BATHROOM LOCKER	13033		USED PROPERTY IN POOR CONDITION
CHAIR, OFC, METAL ROTARY CHARCOAL	13277		ACCEPTABLE
DESK, METAL, OFFICE	14397		USED PROPERTY IN POOR CONDITION
LADDER, METAL	16202		USED PROPERTY IN EXCELLENT CONDITION
HEATER	16234		USED PROPERTY IN POOR CONDITION
IRON, STEAM / DRY	17347		ACCEPTABLE
VACUUM CLEANER COMMERCIAL CLARK MASTER CTV 15 TANK	18749		USED PROPERTY IN EXCELLENT CONDITION
VACUUM CLEANER COMMERCIAL CLARK MASTER CTV 15 TANK	18751		USED PROPERTY IN EXCELLENT CONDITION
CHAIR, HOUSEHOLD FOLDING	10659		USED PROPERTY IN POOR CONDITION
CHAIR, HOUSEHOLD FOLDING	10683		USED PROPERTY IN POOR CONDITION
TABLE, HOUSEHOLD, FOLDING WOOD	9443		USED PROPERTY IN POOR CONDITION
EXTINGUISHER	989		ACCEPTABLE
POLISHER, FLOOR CLARK RED COLOR	17069		ACCEPTABLE
SHELVIT UNIT, METAL SHELF	17079		ACCEPTABLE
SHELVIT UNIT, METAL SHELF	17080		ACCEPTABLE
SHELVIT UNIT, METAL SHELF	18178		ACCEPTABLE
VACUUM CLEANER COMMERCIAL IMAGE ERGO EXTRACTOR	18754		USED PROPERTY IN EXCELLENT CONDITION
VACCUM CLEANER COMERCIAL MASTER VACUUM	18750		USED PROPERTY IN EXCELLENT CONDITION
VACUUM CLEANER	18752		USED PROPERTY IN EXCELLENT CONDITION

CABINET, BATHROOM LOCKER	13035	USED PROPERTY IN POOR CONDITION
CABINET, BATHROOM LOCKER	13037	USED PROPERTY IN POOR CONDITION
CABINET, BATHROOM LOCKER	13039	USED PROPERTY IN POOR CONDITION
CABINET, BATHROOM LOCKER	13044	USED PROPERTY IN POOR CONDITION
CABINET, BATHROOM LOCKER	13048	USED PROPERTY IN POOR CONDITION
CABINET, BATHROOM LOCKER	13059	USED PROPERTY IN POOR CONDITION
CABINET, BATHROOM LOCKER	13046	USED PROPERTY IN POOR CONDITION
CABINET, BATHROOM LOCKER	13047	USED PROPERTY IN POOR CONDITION

See Condition Codes at the end of page.

The Government shall make the following cleaning supplies available to the Contractor's staff as "Government furnished cleaning supplies" for performance under the contract:

STOCK NUMBER	DESCRIPTION
1994-00-010-1854	PAPER TOILET JUMBO
7350-00-290-0578	CUP PAPER
8540-00-291-0392	BROWN TOWELS
1995-00-098-2752	WHITE TOWEL KIMBERLY
1995-00-036-Locl	CLEANER PLEDGE
6840-00-721-6055	DEODORANT AEROSOL DON CLIN
7930-01-294-1116	SCOURING POWDER
1997-06-015-Locl	DEODORANT FOR CARPET
1998-05-001-Locl	GENTLE LOTION HAND SOAP
8540-00-530-3770	PAPER TOILET
2005-07-026-0001	STAINLESS STEEL 3M
2005-09-013-0002	STAIN REMOVER CARPET 3M
6230-00-781-3671	FLASHLIGHT
8105-00-200-0195	BAG PLASTIC SMALL
8105-01-183-9764	BAG PLASTIC LARGE
7930-00-926-5280	DETERGENT GENERAL SPRAY
7930-00-880-4454	DETERGENT DISHWASHING
8415-00-054-Locl	GLOVE LATEX
8540-01-169-9010	TOWEL MAYORDOMO
2005-09-013-0001	SILICON TURTLE WAX
2005-08-029-0001	HAND TOWELS JUMBO
2004-07-012-0001	RED POLISH PAD
2004-07-012-0002	BLACK WASHING PAD
7930-00-205-0425	MOP COTTON
7920-00-267-1218	HANDLE MOP
1995-00-816-1600	DETERGENT OK
1995-00-998-Locl	DEODORANT BAY CLYN
7520-01-005-9136	PAIL PLASTIC
2003-10-010-0001	CAKE URINAL
2003-10-010-0002	TOP FRESH
1995-00-036-0514	SPONGE GREEN
7230-00-849-9838	CURTAIN SHOWER
7920-00-243-3407	BRUSH FLOOR
1997-01-001-Locl	WYPE

8305-00-913-5817	CLOTH FLANNEL x YD.
1993-00-008-2200	BROOM PLASTIC
7930-01-342-5315	SIMPLE GREEN
6840-00-687-7904	PINE OIL
7930-00-113-1913	RUG SHAMPOO
1993-00-333-2125	BLEACH
7930-00-184-9423	GLASS CLEANER
2004-03-024-0001	WAX FLOOR
1996-00-799-Locl	WAX REMOVER
1999-30-003-0000	SOAP LIQUID PROTEX
7520-01-005-9136	WASTEPAPER
4020-00-243-3156	TWINE COTTON

Janitorial staff should submit FS-583 to the Supply Room or Property Section to request cleaning supplies.

CONDITION CODES

PROPERTY

New or unused property in excellent condition. Ready for use and identical or interchangeable with new items delivered by manufacturer or normal source of supply.

New or unused property in fair condition. Soiled, shopworn, rusted, deteriorated, damaged to the extent that utility is slightly impaired.

New or used property so badly broken, soiled, rusted, mildewed, deteriorated, damaged, or broken that its condition is poor and its utility seriously impaired.

Property that has been slightly or moderately used, no repairs required, and still in excellent condition. (Acceptable)

Used property which is still in fair condition and usable without repairs; however somewhat deteriorated, with some parts (or portion) worn and should be replaced.

Used property that still is usable without repairs in poor condition and undependable or uneconomical in use. Parts badly worn and deteriorated.

Used property, still in excellent condition, but minor repairs required. Estimated repair costs would cost no more than 10% of acquisition cost.

Used property, in fair condition, but minor repairs required Estimated repair costs would be from 26% to 40% of acquisition cost.

Used property, in poor condition, and recurring major repairs. Badly worn, and would still be in doubtful condition of dependability and uneconomical in use of repaired. Estimated repair cost between 41% and 65% of acquisition cost.

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS**

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that -

 (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

 (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

 (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

 (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

 (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ **(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);**

 (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

 (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of a Federal, state or local government;

___ Other. State basis. _____

(d) Corporate Status.

___ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

___ Other corporate entity;

___ Not a corporate entity;

___ Sole proprietorship

___ Partnership

___ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent:

Name _____

TIN _____

K.4 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or DUNS+4 that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent company.

If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

An offeror may obtain a DUNS number-

If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

If located outside the United States, by contacting the local Dun and Bradstreet office.

(b) The offeror should be prepared to provide the following information:

Company legal business name.

Tradestyle, doing business, or other name by which your entity is commonly recognized.

Company physical street address, city, state and Zip Code.

Company mailing address, city, state and Zip Code (if separate from physical)

Company telephone number

Date the company was started.

Number of employees at your location.

Chief executive officer/key manager.

Line of business (industry)

Company Headquarters name and address (reporting relationship within your entity).

K.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code this acquisition is 561720.

(2) The small business size standard is in accordance with 13 CFR 121.201.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not manufacture, is 500 employees.

(b)(1) If the clause at 52.204–7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204–7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below

[offeror to insert changes, identifying change by clause number, title, date].

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

- (A) Are ____ are not ____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ____ have not ____, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and
- (C) Are ____ are not ____ presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purpose of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph

(a) of this provisions. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Office may terminate the contract resulting from this solicitation for default.

K.7 RESERVED

K.8 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

K.9 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below. United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

K.10 DEFENSE BASE ACT INSURANCE – COVERED CONTRACTOR EMPLOYEES

(a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <u>where there are no</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <u>are</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(c) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SUBMISSION OF OFFERS

L.1.1 Summary of instructions. Each offer must consist of the following:

L.1.1.1. A completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and filled out Sections B and K.

L.1.1.2. Information demonstrating the offeror’s ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) and experience. The Project Manager must also understand written and spoken English so as to comprehend with accuracy formal and informal conversations or written direction on regarding the performance of services under this contract.

(2) Evidence that the offeror operates an established business with a permanent address and telephone listing to include the amount of it has operated out of its current location.

(3) List of clients and the duration of the services provided to these clients in order to demonstrate prior experience with relevant past performance information. Include telephone numbers for the clients listed as well as recommendation letters from a minimum of five (5) different clients.

(4) A comprehensive plan on how the firm intends to provide necessary personnel and equipment and obtain the financial resources needed to perform the work under this contract.

(5) Evidence that the offeror has all licenses and permits required by local law (see DOSAR 652.242-73 in Section I) ;

(6) The offeror shall provide a current statement of its financial condition of the established licensed business, certified by a third party, which includes:

Income (profit-loss) Statement that shows profitability for the past three (3) years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm’s sources and uses of cash during the most recent accounting period. This will help the Government assess a firm’s ability to pay its obligations

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to provide this financial information may cause the Government to determine the offeror to be nonresponsible.

Submit the complete offer (L.1.1.1. and L.1.1.2) to the address shown at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33.

The offeror shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken to any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

L.1.2 PROPRIETARY DATA

Offeror shall specifically identify by page(s), paragraph(s) and sentence(s), and shall not generalize.

L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet "search engine" (such as Yahoo, Infoseek, or Alta Vista) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS	JAN 2004
52.237-1	SITE VISIT	APR 1984

L.3 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Scott Heckman, Management Officer, United States Embassy, Guatemala City, Guatemala.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 FINANCIAL STATEMENT

Reserved.

L.5 SITE VISIT

In accordance with FAR provision 52.237-1, Site Visit, the post will arrange for site visits on **June 22nd, 2006**. Offerors should contact **Sergio E. Alemán, telephone number 2326-4601, fax number 2326-4652** to make appropriate arrangements, not later than **June 19th, 2006**.

L.6. 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and Contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. For an United States Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition

Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 General. To be acceptable and eligible for evaluation, offerors must prepare proposals in accordance with Section L. Proposals must meet all the requirements set forth in the other sections of this solicitation. The Government may determine an offeror to be unacceptable and exclude it from further consideration for failure to comply with Section L.

M.1.2. Basis for Award.

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process will follow the procedures below:

a) Initial Evaluation

The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as required by Section L. The Government will eliminate proposals that are missing required information.

b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of L.1.1.2, including a review of the offeror's proposed project manager to ensure that s/he is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in L.1.1.2.(3). to verify quality of past performance.

c) Price

The Government will evaluate price for all technically acceptable offerors and determine the lowest overall price in accordance with Section B.

d) Responsibility

The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (1) adequate financial resources or the ability to obtain them;
- (2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) satisfactory record of integrity and business ethics;
- (4) necessary organization, experience, and skills or the ability to obtain them;

(5) necessary equipment and facilities or the ability to obtain them; and
(6) otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. The Government will notify unsuccessful offerors as required by FAR 15.503.

M.1.3 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award may based on initial offers, without discussions.

M.2 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

M.3 PRICE EVALUATION

For the purpose of evaluation, and for no other purpose, the Government will evaluate prices submitted on the basis that the Government will require the estimated quantities shown in Section B of this solicitation. The Government will add the prices for standard services, temporary additional services, and materials/equipment to obtain a total price evaluation

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.